

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco *P.O. Box 420603*
CA 94142-0603



HOLIDAY PROVISION

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

**ALAMEDA, CONTRA COSTA, MENDOCINO,
AND SOLANO COUNTIES**

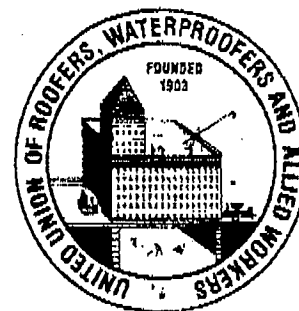
ROOFING INDUSTRY JOINT BOARDS AND COMMITTEES

232-81-1



8301 EDGEWATER DRIVE, OAKLAND, CALIFORNIA 94621

TELEPHONE (510) 835-8800



August 1, 2005

AGREEMENT

The following modifications to the 2000-2005 Working Agreement between Associated Roofing Contractors of the Bay Area Counties, Inc. and Local Union No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, have been mutually agreed to, effective August 1, 2005:

1. A five-year Agreement: August 1, 2005 to July 31, 2010.
2. Establish a uniform apprenticeship training contribution of \$0.30 per hour for Journeymen and all apprenticeship brackets. The entire \$0.30 per hour contribution amount for the first apprenticeship bracket shall be allocated to a special fund for purposes of acquiring a training center. For all other apprenticeship brackets, and for Journeymen, \$0.10 only of the total hourly apprenticeship training contribution shall be allocated to a special fund for purposes of acquiring a training center.
3. Add a new Article establishing the East Bay Roofers Labor-Management Trust and set a uniform contribution of \$0.10 per hour for Journeymen and all apprenticeship brackets. The primary purposes of the Trust are to enforce the terms of this Agreement and to preserve and protect work opportunities for signatory roofing contractors and the union craftsmen they employ.
4. Increase the hourly wage rate for Journeymen (Class Code "J") by \$1.50 per hour, allocated as follows: \$1.25 to wages and \$0.25 to pension. Effective February 1, 2006 there will be a Journeyman increase of \$0.75 per hour. Effective August 1, 2006 there will be a Journeyman increase of \$1.25 per hour. Effective August 1, 2007 there will be a Journeyman increase of \$1.25 per hour. Effective August 1, 2008 there will be a Journeyman increase of \$1.00 per hour. Effective August 1, 2009 there will be a Journeyman increase of \$1.00 per hour. Effective August 1, 2005 wage and fringe contribution rates for Journeymen will be as follows:

| <u>Date</u> | <u>Wage Rate</u> | <u>Vacation</u> | <u>H & W</u> | <u>Pension</u> | <u>Appx. Trng.</u> | <u>Pro. Fund</u> | <u>Labor-Mgt. Trust</u> | <u>Total</u> |
|-------------|------------------|-----------------|------------------|----------------|--------------------|------------------|-------------------------|--------------|
| 8/1/2005 | \$25.90 | \$3.11 | \$5.79 | \$3.25 | \$0.30 | \$0.25 | \$0.10 | \$38.70 |
| 2/1/2006 | | | | | \$0.30 | \$0.25 | \$0.10 | \$39.45 |
| 8/1/2006 | | | | | \$0.30 | \$0.25 | \$0.10 | \$40.70 |
| 8/1/2007 | | | | | \$0.30 | \$0.25 | \$0.10 | \$41.95 |
| 8/1/2008 | | | | | \$0.30 | \$0.25 | \$0.10 | \$42.95 |
| 8/1/2009 | | | | | \$0.30 | \$0.25 | \$0.10 | \$43.95 |

5. Establish new percentages associated with each bracket of apprenticeship; a vacation contribution of \$1.10 per hour in all apprenticeship brackets; a promotion fund contribution of \$0.25 per hour in apprenticeship brackets 1, 2 and 3; and a health and welfare contribution of \$1.17 per hour in



the first bracket of apprenticeship. The health and welfare contribution rate in the first bracket of apprenticeship shall increase to \$1.44 per hour effective August 1, 2006; to \$1.71 per hour effective August 1, 2007; to \$1.98 per hour effective August 1, 2008; and to \$2.25 per hour effective August 1, 2009.

The following Schedule A contains the appropriate wage and fringe contribution rates for apprentices indentured, assigned to or advancing between brackets on or after August 1, 2005:

Schedule A

| <u>Bracket</u> | <u>Code</u> | <u>Wages-Percent of</u> | <u>Vacation</u> | <u>H&W</u> | <u>Pension</u> | <u>Appr.</u> | <u>Pro.</u> | <u>Labor-Mgt.</u> | <u>Total</u> |
|------------------------|-------------|-------------------------|-----------------|----------------|----------------|--------------|-------------|-------------------|--------------|
| | | <u>Journeyman Wage</u> | | | | <u>Trng.</u> | <u>Fund</u> | <u>Trust</u> | |
| 1 st 6 mos. | 1-C | 45% \$11.66 | \$1.10 | \$1.17 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$14.68 |
| 2 nd 6 mos. | 2-C | 48% \$12.43 | \$1.10 | \$5.79 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$20.07 |
| 3 rd 6 mos. | 3-C | 50% \$12.95 | \$1.10 | \$5.79 | \$0.10 | \$0.30 | \$0.25 | \$0.10 | \$20.59 |
| 4 th 6 mos. | 4-C | 55% \$14.25 | \$1.10 | \$5.79 | \$0.60 | \$0.30 | \$0.25 | \$0.10 | \$22.39 |
| 5 th 6 mos. | 5-C | 65% \$16.84 | \$1.10 | \$5.79 | \$1.10 | \$0.30 | \$0.25 | \$0.10 | \$25.48 |
| 6 th 6 mos. | 6-C | 75% \$19.43 | \$1.10 | \$5.79 | \$1.60 | \$0.30 | \$0.25 | \$0.10 | \$28.57 |
| Master Appr. | 7-C | 90% \$23.31 | \$1.10 | \$5.79 | \$2.10 | \$0.30 | \$0.25 | \$0.10 | \$32.95 |

6. Increase the hourly premium for 1st Foreman (crews of 3 or more) to \$3.00 per hour and increase the hourly premium for Additional Foreman, Foreman on crews of 3 or less and Shingler Foreman to \$0.75 per hour.
8. Amend existing Article I (Scope of Work) to include epoxy injection.
9. Amend existing Article V (Union Security and Employment) to provide that notwithstanding the Alcohol and Drug Policy adopted May 12, 1992, employers who elect to conduct pre-employment alcohol and drug screening shall utilize "instant" tests, unless government mandates or contractual requirements call for the use of non-instant tests. Prospective employees whose "instant" test results are negative shall be put to work, if otherwise eligible for hire. Prospective employees whose "instant" test results are inconclusive shall be re-tested under the terms, conditions and procedures specified in the Alcohol and Drug Policy adopted May 12, 1992.
10. Amend Section 4 of existing Article VII (Licensing, Workers' Compensation Insurance and Safety) to substitute the term "general liability" for the term "workers' compensation".
11. Incorporate existing Addendum Eight (ADR) into the body of the Working Agreement as new Section 5 of existing Article VII (Licensing, Workers' Compensation Insurance and Safety).
12. Amend Section 1 of existing Article VIII (Holidays), to recognize Presidents' Day rather than Washington's Birthday as a Legal Holiday.

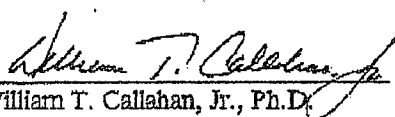
13. Amend Section 5 of existing Article XII (Travel) to state that when overnight lodging is necessary, employer-paid hotel rooms of not less than Motel 6 quality, two persons per room, shall be provided.
14. Amend Section 6 of existing Article XII (Travel) to provide for mileage reimbursement at the rate established annually by the Internal Revenue Service.
15. Amend Section 6 of existing Article XII (Travel) by adding a new subsection (b) to provide that if the Individual Employer directs the employee to use his or her personal vehicle to report to the job site and free parking is not available, the Individual Employer shall designate one or more approved paid parking locations. If the employee utilizes an approved parking location, the Individual Employer upon the submission of a valid receipt shall reimburse the employee's actual parking expense. Necessary bridge tolls paid by the employee shall also be reimbursed by the Individual Employer upon the submission of a valid receipt.
16. Amend existing Article XXI (Apprenticeship Training) to provide for establishing a special joint oversight committee to assist the JATCs to improve the training program, address the specific concerns voiced by Local 81 during negotiations and manage the process of acquiring a training center.
17. Amend existing Article XXIII (Bonding) to increase the minimum amount of the required fringe fund bond to \$25,000 and to provide for discussing with the Local ways and means of ensuring that all signatory contractors comply with this requirement.
18. Delete existing Article XXX (Jurisdictional Disputes) in its entirety.
19. Delete existing Addendum Nine and the associated Memorandum of Understanding pertaining to the negotiation of the ADR Agreement.

The remainder of our present Working Agreement for the Local 81 area is to remain unchanged, except as it may need to be modified to conform to the items contained herein.

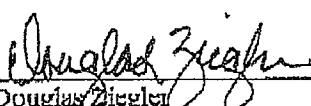
ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.

ROOFERS LOCAL UNION NO. 81,
UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO

By:


William T. Callahan, Jr., Ph.D.
Executive Secretary

By:


Douglas Zigler
Business Representative

232-81-1

WORKING AGREEMENT

between

RECEIVED
Department of Industrial Relations

OCT 08 2004

Div. of Labor Statistics & Research
Chief's Office

LOCAL NO. 81

of the

**UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO**

and

**ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.**

AUGUST 1, 2000 – JULY 31, 2005

ARTICLE VII

Licensing, Workers' Compensation Insurance and Safety

Section 1. In the event Employers are not properly licensed, or do not operate in accordance with this Agreement, or do not carry adequate Workers' Compensation Insurance, or do not operate in full compliance with the Fair Trade Act and Unfair Practices Act, do not maintain a recognized place of business, as hereinafter defined, and a telephone, or any or all of them, it shall not be a violation of this Agreement for the Local Union to refuse to dispatch people or for any employee to refuse to work for such Employers.

Section 2. Employees shall not be required to work for Employers unless said Employer's insurance carrier has filed with the Local Union a certificate of workers' compensation insurance. The certificates of compensation insurance may be forwarded through the Association's office and shall be available for inspection by the Local Union.

Section 3. No employee shall be required to work under conditions or to use any material or equipment that is or are unsafe, dangerous or injurious to human life, health or limb. In the event of a dispute as to the requirements of this Section no employee shall be required to work under protested conditions or with protested material or equipment until the dispute shall have been resolved by an Inspector from the Division of Industrial Safety of the Department of Industrial Relations of the State of California, or corresponding agency of the Federal Government, or through the grievance procedures of this Agreement.

Section 4. The Association and the Local Union mutually agree that a joint Association - Local Union Committee will be convened to study the concept of forming a union roofing contractor only workers' compensation insurance pool. The Committee will report its findings and conclusions not later than August 1, 2001.

Section 5. The Employer is to provide drinking water containers and drinking utensils as required by OSHA.

Section 6. The Employer will provide fall protection as required by the California Construction Industry Safety Orders and, where appropriate, instruction in the use of required fall protection equipment.

ARTICLE VIII

Holidays

Section 1. All Saturdays and Sundays shall be recognized Holidays, in addition to the following Legal Holidays recognized and observed within the area covered by this Agreement: New Year's Day, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day.

Section 2. No overtime shall be worked on Saturday, Sunday or on the Holidays, including but not limited to Labor Day, specified in this Agreement except in cases of extreme emergency when, by mutual consent of both parties hereto, such emergency work is permitted, and in all cases where such necessary emergency work is permitted, the applicable overtime rate shall be paid.

ARTICLE IX

Liability and Separability

Section 1. Neither the Association nor the Employers nor the Local Union shall be liable for damages caused by the acts or conduct of any individual or any group of individuals acting in violation of the terms of this Agreement without authority of the Association or the Employers or the Local Union respectively.

Section 2. It is not the intent of any party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.